

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
LifeWatch Services Inc.		09/29/2009	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Bank of America, N.A.
Street Address:	135 South LaSalle Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	1748326	CORCOUSTIC
Registration Number:	2708630	LIFESTAR AF+
Registration Number:	2718870	LIFEWATCH
Registration Number:	3455591	HEALTHKIT
Registration Number:	3455593	LIFESTAR ACT
Registration Number:	2778532	LIFESTAR AF EXPRESS
Serial Number:	77067260	LIFE
Serial Number:	77091150	LIFEWATCH LIFE-T.I.M.E HEALTH DATA MANAGEMENT SYSTEM
Serial Number:	78877306	WELLNESS KEY
Serial Number:	78877565	MYLIFEWATCH
Serial Number:	78877640	WATCHING MY LIFE
Serial Number:	77799297	NITEWATCH

CORRESPONDENCE DATA

900144234

**TRADEMARK
 REEL: 004070 FRAME: 0636**

CH \$315.00 1748326

Fax Number: (312)803-5299
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
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Correspondent Name: Richard Kalwa
Address Line 1: 111 West Monroe Street
Address Line 2: Chapman and Cutler LLP
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	1917350
NAME OF SUBMITTER:	Richard Kalwa
Signature:	/richard kalwa/
Date:	09/30/2009

Total Attachments: 4
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TRADEMARK COLLATERAL AGREEMENT

This 29th day of September, 2009, LifeWatch Services Inc., a Delaware corporation ("*Debtor*") with its principal place of business and mailing address at 10255 W. Higgins Road, Suite 100, Rosemont, Illinois 60018, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to Bank of America, N.A., a national banking association, with its mailing address at 135 South LaSalle Street, Chicago, Illinois 60603, and its successors and assigns ("*Secured Party*"), and grants to Secured Party a continuing security interest in, the following property:

(i) Each trademark, trademark registration, and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application; and

(ii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right to sue for and collect said damages;


to secure the payment and performance of all Indebtedness of Debtor as set out in that certain Security Agreement bearing even date herewith between Debtor and Secured Party, as the same may be amended, modified, or restated from time to time (the "*Security Agreement*").

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Secured Party of any applications by Debtor for a trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as "*Intent-To-Use Applications*"), but rather, if and so long as Debtor's Intent-To-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall not apply to such Intent-To-Use Application.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the trademarks, trademark registrations, and trademark applications made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

LIFEWATCH SERVICES INC.

By 
Name Michael J. Tencati
Title V.P. of FINANCE

Accepted and agreed to as of the date and year last above written.

BANK OF AMERICA, N.A.

By _____
Name _____
Title _____

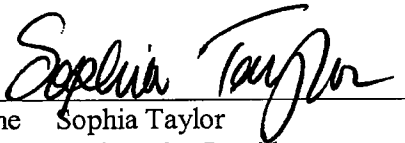
IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

LIFEWATCH SERVICES INC.

By _____
Name _____
Title _____

Accepted and agreed to as of the date and year last above written.

BANK OF AMERICA, N.A.

By  _____
Name Sophia Taylor
Title Senior Vice President

**SCHEDULE A
TO TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS
AND TRADEMARK APPLICATIONS**

FEDERAL TRADEMARK REGISTRATIONS

MARKS	REG. NO.	GRANTED
Corcoustic	1748326	1/26/1993
Lifestar AF+	2708630	4/22/2003
Lifewatch	2718870	5/27/2003
Healthekit	3455591	6/24/2008
Lifestar Act	3455593	6/24/2008
Lifestar AF Express	2778532	10/28/2003

PENDING FEDERAL TRADEMARK APPLICATIONS

MARKS	SERIAL NO.	FILED
Life	77067260	12/19/2006
Lifewatch Life-T.I.M.E. Health Data Management System	77091150	1/25/2007
Wellness Key	78877306	5/5/2006
Mylifewatch	78877565	5/5/2006
Watching My Life	78877640	5/5/2006
Nitewatch	77799297	8/7/2009

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